

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LOIDY TAN, individually and on behalf of a class,	)	
	)	
Plaintiff,	)	Case No. 11 C 3833
	)	
v.	)	Judge Chang
	)	
PITA INN, INC., d/b/a PITA INN,	)	Magistrate Judge Nolan
	)	
Defendants.	)	

**DEFENDANT'S RULE 26(a)(1) DISCLOSURES**

Defendant, PITA INN, INC., submits the following as its Rule 26(a)(1) Disclosures:

**Rule 26(a)(1)(A):** The name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

**Response:** Hazem Tabahi has knowledge related to the operation of Defendant's point of sales credit card processing machine(s), Defendant's point of sales credit card processing vendors (past and present), Defendant's cashier operations and practices, and Defendant's knowledge of FACTA. Mr. Tahahi can be reached through defense counsel.

**Rule 26(a)(1)(B):** A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

**Response:** This case is subject to a stay. Defendant is in possession of billing related materials and communications from its point of sales credit card processing vendors (past and present), including a contract and application from its most recent vendor.

**Rule 26(a)(1)(C):** A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privilege or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

**Response:** Defendant does not seek damages at this time.

**Rule 26(a)(1)(D):** For inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

**Response:** Not applicable – no insurance coverage exists.

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Defendant PITA INN, INC

By: /s/ James C. Vlahakis  
One of its attorneys

**CERTIFICATE OF SERVICE**

I the undersigned attorney certify that, on August 19, 2011, I served **DEFENDANT'S RULE 26(a)(1) DISCLOSURES** on counsel of record below by email.

By: /s/ James C. Vlahakis

**SERVICE LIST**

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